

HONORABLE JOHN C. COUGHENOUR



05-CV-01045-AF

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

CLAIRCOM DE MEXICO, S.A. DE C.V., a  
Mexican corporation,

Plaintiff,

v.

AT&T WIRELESS SERVICES, INC. (n/k/a  
NEW CINGULAR WIRELESS SERVICES,  
INC.),

Defendant.

Case No.: CV05-1045 JLR  
STIPULATED PROTECTIVE ORDER

Clerk's Action Required

Plaintiff Claircom de Mexico S.A. de C.V. ("Plaintiff") and Defendant AT&T Wireless Services, Inc., n/k/a New Cingular Wireless Services, Inc. ("Defendant"), having stipulated and agreed, and good cause having been shown, it is hereby ordered pursuant to Rule 26(c) of the Federal Rules of Civil Procedure that the following provisions shall govern the handling of confidential and proprietary information and documents produced in the above captioned action ("Action"):

1. "Confidential Information" shall mean any information, documents, or testimony that are furnished in the course of this Action that the producing party designates as "Confidential" under the terms of this Protective Order.

1           2.     Any party may designate as "Confidential" as part of discovery in this Action any  
2 confidential and proprietary information or document produced. Material that may be designated  
3 "Confidential" includes without limitation business information, such as costs, pricing, product,  
4 service, or customer relations data and sensitive customer and personal information.

5           3.     "Confidential Information" may not be used or disclosed to anyone except as  
6 provided in this Protective Order and shall be used only for purposes of adjudicating the claims  
7 and issues between the parties that have been or may be raised in this Action. "Confidential  
8 Information" shall not be used for any other purpose, including any competitive, business or  
9 personal use.

10          4.     "Confidential Information" may be made available only to the following persons:

11           a.     Individual attorneys and/or attorneys, attorneys' staff, and paralegals  
12 employed by a firm that have been counsel for either party in this Action on matters  
13 relating to the contract at issue in this Action, or a firm that is counsel of record for either  
14 party in this Action;

15           b.     Former employees of Claircom de Mexico S.A. de C.V., the "Mexican  
16 Shareholders" of Claircom de Mexico S.A. de C.V. as defined by the contract at issue in  
17 this Action, Claircom Communications Group, Inc., AT&T Wireless Services, Inc., and  
18 New Cingular Wireless Services, Inc.;

19           c.     Current Employees of Cingular Wireless, LLC and Claircom de Mexico  
20 S.A. de C.V. responsible for this Action;

21           d.     Current Employees of the "Mexican Shareholders" as that term is defined  
22 in the Joint Venture Operating Agreement, dated July 14, 1995;

23           e.     Judges, magistrate judges, law clerks and other personnel of this Court  
24 ("the Court");

25           f.     Independent experts, not employed by any party, who have been retained  
26 by a party to give expert testimony or otherwise assist in the preparation of the Action for  
27 trial;

1 g. Court reporters or stenographers engaged to record deposition testimony,  
2 and their employees;

3 h. Potential witnesses at or in preparation for deposition or trial;

4 i. Such other persons as hereafter may be authorized by the Court upon  
5 motion of either party or upon stipulation of both parties;

6 j. Employees of an independent commercial service providing copying,  
7 coding, digitizing and/or trial support services at the direction of either party's  
8 attorney(s); and

9 k. The Mexican SCT.

10 5. Unless they are adverse witnesses at trial or during deposition, each person falling  
11 within categories b, f, h, or i of paragraph 4, prior to being given access to "Confidential  
12 Information," shall be provided with a copy of this Protective Order for review, and shall sign a  
13 "Disclosure Agreement" as follows:

14  
15 DISCLOSURE AGREEMENT

16 I, \_\_\_\_\_, understand that information and/or  
documents that are to be disclosed to me by counsel of record for  
17 \_\_\_\_\_ (name of party), are "Confidential" and may  
be used by me solely to assist in the matter of *Claircom de Mexico*  
18 *v. AT&T Wireless Services, Inc (n/k/a New Cingular Wireless*  
*Services, Inc.)*, Federal District Court, Western District of  
19 Washington, cause number CV05-1045 JLR. I acknowledge that I  
have received a copy of the Protective Order entered in this case,  
20 that I have read it, and that I agree to be bound by its terms. I  
understand that the Protective Order prohibits me from using such  
21 information or documents for any other purpose and from  
disclosing such documents and information to any other person. I  
22 further agree to be subject to the jurisdiction of the Federal District  
Court, Western District of Washington, for purposes of  
23 enforcement of the Protective Order and my obligations under this  
Agreement.

24  
25 Signed by Recipient \_\_\_\_\_

26 Dated: \_\_\_\_\_  
27

1 A copy of this "Disclosure Agreement" bearing such person's signature must then be provided to  
2 counsel for the party retaining such experts or consultants before disclosure.

3 6. Information set forth in a response to an interrogatory may be designated as  
4 "Confidential" by including the words "Confidential" in the response or a portion thereof.

5 7. Information contained in a document or a part thereof may be designated as  
6 "Confidential" by marking the words "Confidential" on all copies of it produced in discovery.  
7 Those documents that already have been produced but not labeled "Confidential" as of the date  
8 this Protective Order may still be designated Confidential pursuant to this Protective Order by:  
9 (a) the producing party designating them as such on a Confidentiality log, and (b) the producing  
10 party exchanging the Confidentiality log with the non-producing party within fourteen (14) days  
11 after the entry of this Protective Order.

12 8. Information contained in deposition testimony may be designated as  
13 "Confidential" by the witness or his or her counsel stating on the record that certain testimony is  
14 to be treated as "Confidential."

15 9. All "Confidential Information" that is filed with the Court and any pleadings,  
16 motions, or other papers filed with the Court disclosing any information or material designated  
17 as "Confidential" shall be filed and kept under seal until further order of the Court.

18 10. The fact that "Confidential Information" produced pursuant to this Protective  
19 Order has been or will be utilized at depositions in the Action, in papers filed with the Court in  
20 the Action, at trial in the Action, or upon appeal or at any other proceeding in the name case,  
21 before such Court, shall not, in any way, release any person bound by this Protective Order from  
22 their obligations under the Protective Order.

23 11. If, at any time, counsel for any party claims that the producing party or its counsel  
24 has unreasonably designated certain information as "Confidential" or believes that it is necessary  
25 to disclose designated information to persons other than those permitted by this Protective Order,  
26 counsel for the receiving party shall request a written release of confidential treatment, and if  
27 such written release is not forthcoming in five (5) business days, the receiving party may make a

1 motion to the Court. The information shall continue to be treated as "Confidential Information"  
2 under this Order until the Court rules otherwise.

3 12. Receiving counsel may retain copies of the pleadings, deposition transcripts, and  
4 exhibits and may retain documents, things, copies, and samples to the extent they include or  
5 reflect the receiving attorney's work product. Unless agreed otherwise by counsel, all other  
6 CONFIDENTIAL material produced by a party, and all copies, shall be returned to the  
7 producing party or counsel of record for the receiving party shall certify in writing that such  
8 material has been destroyed within 90 days after resolution of the Action.

9 13. The provisions of this Protective order shall not be construed as preventing:

10 a. Any use or disclosure of "Confidential" information by the producing  
11 party; or

12 b. Any use or disclosure of information that a receiving party has obtained  
13 lawfully from a source other than the producing party, even if the producing party has  
14 produced the same information and designated it as "Confidential" pursuant to this  
15 Protective Order.

16 14. The provisions of this Protective Order may be modified by order of this Court.

17 15. This Protective Order will not prejudice the right of any party or non-party to  
18 oppose production of any information on the ground of attorney-client privilege, work product  
19 immunity, or any other privilege or protection provided under the law.

20 16. The provisions of this Order shall be available for application to non-parties who  
21 are required to produce confidential information in response to a subpoena, and who in good  
22 faith believe that such material contains confidential information.


1 17. This Order shall remain in full force and effect and survive the termination of this  
2 Action, including any appeal, unless modified by an Order of this Court or by the written  
3 stipulation of the parties filed with the Court.

4 SO ORDERED this 22nd day of March, 2006.

5  
6  
7   
HONORABLE JOHN C. COUGHENOUR

8 Presented by:

9 STOKES LAWRENCE, P.S.

10  
11 By:   
12 Scott A. W. Johnson (WSBA #15543)  
Karolyn A. Hicks (WSBA #30418)  
Attorneys for Defendant

13 Approved as to form;  
14 Notice of Presentment Waived

15 LANE POWELL PC

16 By: \_\_\_\_\_  
17 John S. Devlin, III (WSBA 23988)  
John Schochet (WSBA # 35869)  
18 Attorney for Plaintiff

1 17. This Order shall remain in full force and effect and survive the termination of this  
2 Action, including any appeal, unless modified by an Order of this Court or by the written  
3 stipulation of the parties filed with the Court.

4 SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

5  
6  
7 HONORABLE JOHN C. COUGHENOUR

8 Presented by:

9 STOKES LAWRENCE, P.S.

10 By:

11 Scott A.W. Johnson (WSBA #15543)  
12 Karolyn A. Hicks (WSBA #30418)  
Attorneys for Defendant

13 Approved as to form;  
14 Notice of Presentment Waived

15 LANE POWELL PC

16 By:

John S. Devlin, III  
17 John Schochet (WSBA # 35869)  
18 Attorney for Plaintiff

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STIPULATED PROTECTIVE ORDER - CV05-1045 JLR

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STOKES LAWRENCE, P.S.  
900 FIFTH AVENUE, SUITE 4000  
SEATTLE, WASHINGTON 98104-3179  
(206) 436-4000

**CERTIFICATE OF SERVICE**

I hereby certify that on March 17, 2006, I caused the foregoing Stipulated Protective Order to be:

x electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

John S. Devlin, III  
Lanc Powell PC  
1420 Fifth Avenue, Suite 4100  
Seattle, WA 98101-2338

☐ mailed by first class United States mail, postage prepaid, to the following:

☐ hand delivered to the following:

☐ e-mailed and mailed by first class United States mail, postage prepaid, to the following:

☐ faxed and mailed by first class United States mail, postage prepaid, to the following:

/s/ Scott A.W. Johnson

Scott A.W. Johnson (WSBA #15543)  
Attorney for Defendant  
Stokes Lawrence, P.S.  
800 Fifth Avenue, Suite 4000  
Seattle, WA 98104  
(206) 626-6000  
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